

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

MONROE GUARANTY INSURANCE )  
COMPANY, et al., )

Plaintiffs, )

v. )

PINNACLE MANUFACTURING, LLC, et )  
al., )

Case No.: 2:17-cv-01630-JHE

Defendants.

**DISMISSAL ORDER<sup>1</sup>**

In accordance with the memorandum opinion entered contemporaneously herewith, Plaintiffs have “clearly establish[ed] that no material issue of fact remains to be resolved and that [they] are entitled to judgment as matter of law.” FED. R. CIV. P. 12(c). Accordingly, Plaintiffs’ motion for judgment on the pleadings, (doc. 23), is **GRANTED**. It is **DECLARED** as follows:

1. There is no coverage under the CGL Policy for claims asserted against Pinnacle Manufacturing, LLC, Joby Satterfield, and Jason Satterfield in the Underlying Action;
2. There is no coverage under the Umbrella Policy for the claims asserted against Pinnacle Manufacturing, LLC, Joby Satterfield, and Jason Satterfield in the Underlying Action;
3. Plaintiffs do not owe a duty to defend or indemnify Pinnacle Manufacturing, LLC, Joby Satterfield, or Jason Satterfield with respect to the Underlying Action;
4. There is no coverage under the CGL Policy for Smith’s injuries or damages, if any; and
5. There is no coverage under the Umbrella Policy for Smith’s injuries or damages, if any.

This action is **DISMISSED WITH PREJUDICE**.

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<sup>1</sup> In accordance with the provisions of 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73, the parties have voluntarily consented to have a United States Magistrate Judge conduct any and all proceedings, including trial and the entry of final judgment. (Doc. 18).

The parties shall bear their own respective costs.

DONE this 9th day of July, 2018.

A handwritten signature in black ink, appearing to read 'J H England, III', written over a horizontal line.

**JOHN H. ENGLAND, III**  
UNITED STATES MAGISTRATE JUDGE